

Form PTO-1595  
(Rev. 10/03)

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PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Eli Lilly and Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 12/18/2003

2. Name and address of receiving party(ies)

Name: APBI Holdings, LLC

Internal Address: \_\_\_\_\_

Street Address: 16 North Fifth Avenue

City: Wilmington State: NC Zip: 28401

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 10/049427

B. Patent No.(s) 5135947; 5292962

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gary J. Connell

Internal Address: \_\_\_\_\_

Street Address: Sheridan Ross P.C.

1560 Broadway, Suite 1200

City: Denver State: CO Zip: 80202

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$ 120.00

- ☒ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

19-1970

DO NOT USE THIS SPACE

9. Signature.

Robert D. Traver

Name of Person Signing

Robert D. Traver  
Signature

10 MAY 2004  
Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

BEST AVAILABLE COPY

## ASSIGNMENT

**WHEREAS** Eli Lilly and Company, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, (hereinafter "Lilly") is the assignee of all right, title and interest in inventions that are the subject of patents and patent applications ("Applications") as listed herein below; and

**WHEREAS** APBI Holdings, LLC, a wholly-owned subsidiary of Pharmaceutical Product Development, Inc., and a limited liability company organized under the laws of the State of North Carolina (hereinafter "APBI Holdings"), wishes to acquire the entire interest in Applications;

**NOW, THEREFORE**, in consideration of the mutual benefits as set forth in the Termination and License Agreement, effective December 18, 2003, by and between Lilly and APBI Holdings, and other good and valuable consideration, the receipt of which is hereby acknowledged, Lilly assigns to APBI Holdings, its successors and assigns, its entire right, title and interest in, to and under Applications, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications applicable to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, and including any, supplementary protection certificates and related patent term extensions which may be granted for Letters Patent with respect to Applications; all of the above to be held and enjoyed by APBI Holdings for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by Lilly had this Assignment to APBI Holdings not been made.

### **PATENTS AND PATENT APPLICATIONS ASSIGNED:**

U.S. Patent No. 5,135,947 issued Aug. 4, 1992

U.S. Patent No. 5,292,962 issued March 8, 1994

South African Patent 93/0694, lodged February 1, 1993

Japanese Patent No.3194734, issued June 1, 2001

PCT/US00/20788, filed Aug. 22, 2000,

which PCT application includes national stage filings as follows:

Australia Patent No. 762934, issued October 30, 2003

Bulgaria Application No. 106.461, filed August 22, 2000

Brazil Application No. PI0014166-6, filed August 22, 2000

Canada Application No. 2383785, filed August 22, 2000

China Application No. 00815313.2, filed August 22, 2000

Costa Rica Application No. PCT/US00/20788, filed August 22, 2000

Czech Republic Application No. PV2002784, filed August 22, 2000

Eurasian Application No. 200200324, filed August 22, 2000

Estonia Application No. P200200107, filed August 22, 2000

European Patent Application No. 00957264.5, filed August 22, 2000


Hong Kong Application No. 02109124.8, filed August 22, 2000  
Croatia Application No. P20020189A, filed August 22, 2000  
Hungary Application No. P0202687, filed August 22, 2000  
Indonesia Application No. W00200200522, filed August 22, 2000  
Israel Application No. 148159, filed August 22, 2000  
Korea South Application No. 10-2002-7002870, filed August 22, 2000  
Mexico Application No. PA/A/2002/001811, filed August 22, 2000  
Malaysia Application No. PI20003983, filed August 22, 2000  
Norway Application No. 20021035, filed August 22, 2000  
New Zealand Application No. 517038, filed August 22, 2000  
Philippines Application No. 1-2000-02326, filed August 25, 2000  
Poland Application No. PCT/US00/20788, filed August 22, 2000  
Singapore Application No. 200200910-8, filed August 22, 2000  
Taiwan Application No. 89117155, filed August 25, 2000  
Ukraine Application No. 2002031755, filed August 22, 2000  
United States Application No. 10/049,427, filed August 22, 2000  
Venezuela Application No. 2000-001911, filed August 29, 2000

Lilly covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

Lilly further covenants and agrees with APBI Holdings that upon request Lilly will, without further consideration than that now paid, but at the sole expense of APBI Holdings (including reasonable charges for the time of Lilly personnel), provide reasonable (i) cooperation in the further prosecution of Applications, as for example facilitating the execution of related documents, facilitating communication of facts relating to such inventions or the histories thereof; (ii) cooperation in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iii) facilitation of the execution and delivery of any related application papers, affidavits, declarations, assignments, or other related instruments; and (v) facilitation of all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to APBI Holdings or its nominees, in the United States and in all other countries where APBI Holdings may desire to have such inventions, patented.

**IN WITNESS WHEREOF** Lilly, by its authorized representative, has executed this assignment on the date indicated below.

12/18/03  
\_\_\_\_\_  
Date


RDL   
\_\_\_\_\_  
John C. Lechleiter  
Executive Vice President  
Pharma Products/Corporate Development  
Pharma Products Administration

UNITED STATES OF AMERICA

STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Before me, a Notary Public for Johnson County, State of Indiana, personally appeared John C. Lechleiter and acknowledged the execution of the foregoing instrument this 18th day of December, 2003.

My Commission Expires:  
March 7, 2008

  
Notary Public, Pamela K. Black  
Resident of Johnson County, Indiana

ACKNOWLEDGED BY APBI Holdings' authorized representative:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name  
Title

UNITED STATES OF AMERICA

STATE OF NORTH CAROLINA )  
COUNTY OF \_\_\_\_\_ ) SS:

Before me, a Notary Public for \_\_\_\_\_ County, State of North Carolina, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

UNITED STATES OF AMERICA

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public for \_\_\_\_\_ County, State of Indiana, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGED BY APBI Holdings' authorized representative:

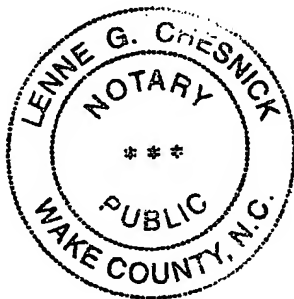
December 18, 2003  
Date

Fred Eshelman  
Name Fred Eshelman  
Title President

UNITED STATES OF AMERICA

STATE OF NORTH CAROLINA )  
 ) SS:  
COUNTY OF Wake )

Before me, a Notary Public for Wake County, State of North Carolina, personally appeared Fred Eshelman and acknowledged the execution of the foregoing instrument this 18<sup>th</sup> day of December, 2003.



Lenne G. Chesnick  
Notary Public

My Commission Expires 12-22-2007